



Received

JUN 11 2010

Rochester Office  
MPCA

26 May 2010

Kate Funk  
Leaking Tanks  
Minnesota Pollution Control Agency  
520 Lafayette Road North  
St Paul, Minnesota 55155-4194

Re: 7733 Portland Ave, Richfield, Minnesota 55423

Dear Ms. Funk:

Enclosed please find the executed Real Estate Purchase and Sale Agreement between Sinclair Marking, Inc Paul Boehme. As you can see under sections 7.1 through 7.4, the buyer assumes environmental liability and rights to receive reimbursement for environmental remediation as of the date of closing

The new owner for the above properties as of 27 of May 2010 can be contacted at:

AVP Energy L.L.C.  
8336 East 73<sup>rd</sup> Street, Suite 100  
Tulsa, Oklahoma 74133  
Attn: Larry Rogers  
(918)252-0508

Should you have any questions, please don't hesitate to contact me at (801) 524-2752.

Sincerely,

Scott Mayeda  
Corporate Counsel

REAL ESTATE PURCHASE AND SALE AGREEMENT

*March 2010*  
THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this 6 day of ~~February~~ 2010, by and between SINCLAIR MARKETING, INC., a Wyoming corporation, or its assigns, whose local address is 550 East South Temple, Salt Lake City, Utah 84102, attention Larry Rogers Retail Real Estate, ("Seller"), and ARKANSAS VALLEY Petroleum, LLC., or its assigns, whose local address is 8336 East 73<sup>rd</sup> Street, Tulsa, OK 74133, attention Weister Smith, ("Purchaser").

RECITALS

Seller is the fee owner of land and improvements or leasehold owner of certain land, buildings and improvements known as: See Exhibit "A", in the states of Colorado, Iowa, Minnesota, Nebraska, and Oklahoma as more particularly described and identified on Exhibit "A" attached hereto and incorporated herein by this reference and collectively the "Properties" (legal title(s) to govern) see Exhibit "B" attached hereto and incorporated herein by this reference.

PURCHASER MUST INITIAL THE BELOW BOX:

PURCHASER WILL EXECUTE SINCLAIR BRANDING AND TRADEMARK AGREEMENTS AND TAKE THE PROPERTIES SUBJECT TO THE DEED RESTRICTION IN SECTION 1.4 DEED RESTRICTION.

PURCHASER IS GRANTED THE OPTION TO "DEBRAND" PROPERTY, IF THE PROPERTY IS NO LONGER ECONOMICALLY VIABLE AS A GAS STATION. IF THE PROPERTY IS TAKEN "OUT OF INDUSTRY" THERE WILL BE A DEED RESTRICTION PLACED ON THE PROPERTY PREVENTING IT FROM BEING A C-STORE AND / OR GAS STATION AND TAKE THE PROPERTY SUBJECT TO THE DEED RESTRICTION IN SECTION 1.4 DEED RESTRICTION SUBSECTION (b) AND COMPLETE THE REQUIREMENTS OF SECTION 7.4 ADDITIONAL ENVIRONMENTAL REQUIRMENTS.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I  
PURCHASE AND SALE OF THE PROPERTIES

1.1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby sells and Purchaser hereby purchases, all of Seller's right, title and interest in and to the Properties, together with all rights, privileges, tenements, hereditaments, easements and appurtenances thereunto belonging, and any improvements and structures located thereon, subject to all restrictions, recorded or unrecorded, easements, roads and highways, questions of survey; general taxes for the year 2010 and subsequent years; all special taxes or special assessments, levied or assessed, and all installments of special taxes or special assessments, not due and payable as of the

date hereof, together with all appurtenances, easements, licenses, leases, rights-of-way and privileges belonging thereto, all right, title and interest of Seller as tenant has in and to any roads, streets, or rights-of-way and/or highway rights of way or properties owned by Seller or any of Seller's predecessors or related companies adjacent thereto together with all rights of ingress and egress, all sewer and water rights allocated to the leasehold properties, if any.

1.2. The Purchase Price. Subject to any adjustments otherwise required in this Agreement, the aggregate Purchase Price (the "Purchase Price") for the Properties shall be seven million five hundred thousand and no cents (\$7,500,000.00).

1.3 Earnest Money. Purchaser shall deliver, one hundred eighty seven thousand five hundred dollars and no cents (\$187,500.00) an amount equal to TWO AND A HALF percent (2.5%) of the Purchase Price, by electronic wire transfer to Purchaser's designated account on the attached Exhibit "C" the ("Earnest Money") payable to First Title and Abstract Services Inc., 7666 E 61<sup>st</sup> Street, Ste 230, Tulsa, OK 74133, ("Title Company") within two (2) business days of purchaser executing this Agreement where Title Company shall establish an escrow account for the transaction between the parties the ("Escrow"). The remainder of the Purchase Price shall be paid in Cashier's Check or similar Guaranteed Funds to the Seller at Closing at the Title Company. Seller shall be entitled to all earnest money if Purchaser shall refuse to close on the Closing Date as defined below. This Agreement constitutes escrow instructions to Title Company. If Title Company requires the execution of its standard form printed escrow instructions, Purchaser and Seller agree to execute those instructions; however, those instructions will be construed as applying only to Title Company's engagement. If there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement will control.

1.4 Deed Restriction.

(a) If the Properties are to be used for the continued sale of petroleum products and Purchaser executes the AGREEMENT(S) OF TWO PARTY RETAIL FACILITY OWNER TO MAINTAIN SINCLAIR BRANDED STATION STATUS and the SINCLAIR TRADEMARK AGREEMENT, (Distributor-Dealer), SOC 4450 (rev. 1-06), then no part of the properties shall be used by Purchaser or any other Grantee or Party, including future Grantees, successors, assigns, and leases, directly or indirectly, for any residential purposes. This restriction shall run with the land and will be reflected in the deed.

(b) If the Property is not to be used for the continued sale of petroleum products then, no part of the property shall be used by Purchaser or any other Grantee or Party, including future Grantees, successors, assigns, and leases, directly or indirectly, for a petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing, or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol and naphtha. In addition, any residential development of the Property of any kind shall be done in strict accordance with the environmental regulations of the state in which the Property is located. This restriction shall run with the land and will be reflected in the deed.

ARTICLE II  
REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1. Seller's Representations and Warranties. Seller makes the following representations and warranties as of the date of this Agreement, and covenants that the same will be true as of the Closing Date:

(a) Title. To the best of Seller's knowledge, Seller is the owner of fee simple title to the Properties or if leased the leasehold interest owner. The Properties are sold subject to all restrictions, recorded or unrecorded, easements, roads and highways, questions of survey; general taxes for the year 2010 and subsequent years; all special taxes or special assessments, levied or assessed, and all installments of special taxes or special assessments, not due and payable as of the date hereof.

(b) Authority. The execution of this Agreement, and any other documents executed or delivered pursuant to the provisions hereof, has been duly authorized by Seller. Upon its execution and delivery, this Agreement will constitute Seller's valid and binding obligation enforceable in accordance with its terms.

2.2. Purchaser's Representations and Warranties.

(a) Sufficient Funds. Purchaser warrants and represents that funds in an amount sufficient to fund the Purchase Price are available for the Closing of this Agreement and that Closing is not contingent on any governmental approvals or financing.

(b) Authority. The execution of this Agreement, and any other documents executed or delivered pursuant to the provisions hereof, have been duly authorized by Purchaser. Upon its execution and delivery, this Agreement will constitute Purchaser's valid and binding obligation enforceable in accordance with its terms.

(c) Miscellaneous Costs. Purchaser agrees to pay all state and county transfer taxes or assessments.

ARTICLE III  
TITLE

3.1 Title. Seller agrees to obtain a pre-commitment title report for Purchaser's review prior to Closing for sites that are owned by Seller. Purchaser agrees to reimburse Seller for such title report at Closing. In addition, Purchaser, at Purchaser's sole cost and expense, shall be responsible for any endorsements, abstract or title opinions and title insurance. Endorsements, abstracting or title opinions or title insurance performed by Purchaser shall not be a condition precedent to the closing of this Agreement.

ARTICLE IV  
TAXES AND ASSESSMENTS

4.1 Seller agrees to pay the taxes and special assessments on the Properties due and payable up to the date of Closing and Purchaser agrees to pay all taxes and special assessments on the Properties following the Closing.

ARTICLE V  
REAL ESTATE COMMISSION

5.1 Neither Seller nor Purchaser has used the services of a real estate broker or agent in effecting this Agreement and each party shall indemnify the other for any breach of this article. The terms of this article V shall survive Closing.

ARTICLE VI  
DUE DILIGENCE CLOSING OF PURCHASE AND SALE

6.1. Due Diligence. From the date of this agreement, Purchaser shall have sixty (60) days to conduct its due diligence ("Due Diligence"). During Due Diligence, Purchaser may terminate this Agreement and Purchaser's Earnest Money shall be returned to Purchaser and neither party to this Agreement shall have any further obligations to the other except for the terms and conditions that are intended to survive the termination of this Agreement. If Purchaser does not terminate this agreement during Due Diligence, Purchaser shall purchase the Properties and Seller shall have the right to seek specific performance or other remedies available to Seller in law or in equity. Purchaser shall hold harmless and indemnify Seller, its affiliates, officers, shareholders, employees and agents, from and against any and all claims, suits, losses, liabilities, and expenses (including attorney's fees, expert's fees, and other expenses of litigation) on account of injury to or death of any persons (including Purchaser's employees, contractors and agents) or damage to properties or contamination of or adverse effects on the environment or liens against Seller, caused by or related to Purchaser's activities on or about the Properties. Any damage caused by Purchaser's activities on or about the Properties, shall be repaired to Seller's sole satisfaction by Purchaser, at Purchaser's sole cost and expense, within ten (10) days of the date of such damage. The terms of this article VI shall survive Closing or the termination of this Agreement. During Due Diligence, Purchaser may inspect the physical facilities at the Properties to determine the repair and maintenance mechanical fuel equipment, c-store equipment, and carwash equipment. Seller in Seller's reasonable discretion shall address such maintenance deficiencies as disclosed by Purchaser's inspection of such equipment.

6.2 Time of Closing. Provided that all of Seller's and Purchaser's obligations under this Agreement have been complied with and all of the conditions of this Agreement have been satisfied prior to the date of Closing ("Closing Date"), the closing ("Closing") of this transaction shall take place at a place of Purchaser's choosing or by certified mail, on or before sixty (60) days from the date of this Agreement. There shall be no extension of the Closing Date unless both parties agree in writing to such extension. 75 days  
2/23

6.3. Documents. At the Closing:

(a) Seller's Deliveries. Seller shall execute, acknowledge and deliver to

Purchaser a Special Warranty Deed conveying to Purchaser all of Seller's interest in the Properties and any other documents or instruments required to be executed pursuant to the provisions of this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

(b) Purchaser's Deliveries. Purchaser shall execute and deliver to Seller upon consummation of the Closing, Cashier's Check or similar Guaranteed Funds for the Purchase Price less the Earnest Money. Purchaser shall execute and deliver to Seller at Closing:

(i) the AGREEMENT(S) OF TWO PARTY RETAIL FACILITY OWNER TO MAINTAIN SINCLAIR BRANDED STATION STATUS in the form hereto attached (if Properties are to be used as a refined petroleum outlet);

(ii) SINCLAIR TRADEMARK AGREEMENT, (Distributor-Dealer), SOC 4450 (rev. 1-06), in the form hereto attached (if Properties are to be used as a refined petroleum outlet); and

(iii) any other documents or instruments, including but not limited to, tank registration or transfer forms and tank fund transfer or registration forms, required to be executed pursuant to provisions of this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

6.4. Costs. Purchaser shall bear the cost of recording the Special Warranty Deed in the county and state wherein the Properties are located.

6.5. Closing Procedure. Upon delivery to the Escrow of the Purchase Price less the Earnest Money, the executed agreements identified in section 6.3 above, and any other executed documents or instruments required herein on the Closing Date, the Escrow agent shall file for record the Deed and any other instruments required to be recorded and shall thereupon deliver to each of the parties the funds and documents to which they shall be respectively entitled, together with its Escrow Statement or Statements. In closing this transaction, the Escrow agent shall charge the Seller with:

- (a) the full amount of real estate taxes and assessments due and payable up to and including the date of transfer of title, and
- (b) ½ of the escrow and closing fees

Immediately thereafter, the Escrow agent shall deliver to the Purchaser any documents due the Purchaser. Upon the Closing, the Escrow Agent shall charge the Purchaser with:

- (a) the cost of filing the Deed or other instruments for record, and
- (b) ½ of the escrow and Closing fees, and
- (c) the transfer fees, deed taxes or other such similar taxes or fees, and
- (d) Reimbursement for FIFTY PERCENT (50%) of environmental audit expenses performed by Seller to the extent provided for in Section 7.1 herein, and
- (e) all other charges properly borne by the Purchaser consistent with the terms of this Agreement.

Immediately thereafter, the Escrow Agent shall deliver to the Purchaser the recorded Deed and any other documents due to the Purchaser.

ARTICLE VII  
ACCEPTANCE OF PROPERTIES "AS IS"

7.1 Environmental Disclosure: Seller has provided a summary of the environmental conditions at the Properties to Purchaser. Despite the forgoing, Purchaser is not relying on Seller's summary, Phase I, if performed, or any of Seller's documentation to perform its due diligence. Purchaser acknowledges that residual contamination is present at the Properties, that the Properties have had and continues to have underground storage tanks, lines and associated dispensing equipment and that the Properties have historically been used for the sale of petroleum products and for automobile repair and service or as a convenience store with petroleum. Seller will transfer to Purchaser its interest in the environmental insurance fund to the full extent allowed by law if additional work is required in the future.

If the Properties have received a closure, no further action, or equivalent designation regarding required responses to any and all releases for the underground petroleum storage tank, piping, and dispensing facilities from the state agency with jurisdiction over underground storage tank regulations, Seller will provide a copy of such closure notice to Purchaser.

If the Properties are undergoing active response to releases from underground petroleum storage tank, piping, and dispensing facilities, the Seller will provide a summary of such response to Purchaser.

At Closing, Buyer shall reimburse Seller for 50% (Fifty Percent) of the cost of the Phase I audit if performed or the environmental summary at Closing.

*SB*  
*OMI PHASE II*

Purchaser may at its sole option and expense perform a Phase II environmental audit of the properties within 60 days after Closing. If the Phase II environmental audit indicates a release from the underground petroleum storage tank(s), piping, or dispensing facilities, Seller will indemnify Purchaser for actual expenses up to, but no more than, the deductible amount from the insurance benefit under the state petroleum storage tank insurance fund applicable to releases from petroleum storage tanks.

7.2 Acceptance of the Properties: Purchaser accepts the Properties "as is where is".

7.3 Environmental Release: Except for the express warranties and representations of Seller contained in this Agreement, Seller is hereby released from and Purchaser assumes all responsibility and liability regarding the operation, condition, valuation, or utility of the Properties or its suitability for any purpose whatsoever, including any responsibility or liability with respect to the presence in the soil, air, structures, and surface and subsurface waters, of materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Properties under current or future federal, state and local laws and regulations. Purchaser indemnifies and holds harmless Seller from any claims arising from or related to the presence of such materials or substances, including reasonable professional and attorney's arising in Seller's response to those

claims.

7.4 Additional Environmental Requirements: Should Purchaser opt to take the Properties "Out of Industry" as described above, then Purchaser its successors, assigns or leases shall, at their sole cost and expense, and, according to applicable state, local and federal regulations or laws hereinafter ("Regulations") shall complete the following within one hundred eighty (180) days of closing: (i) remove from the Properties of all of the underground storage tanks, lines dispensers and associated equipment ("USTs") together with any aboveground storage tanks ("AST(s)") and all containers of any kind and dispose of the items herein described items in compliance with the Regulations and test the soil and ground water for contamination in accordance with the Regulations, (ii) submit a closure report with a copy Seller and to the appropriate agencies, (iii) as required by Regulations, start the process to remediate the soil and groundwater to the levels that are at or below those permitted by the Regulations for residential uses, and (iv) use its best efforts secure petition for a no-further action letter ("NFA") from the appropriate agency in accordance with Regulations. The terms and conditions of this Article VII shall survive Closing.

#### ARTICLE VIII TAX DEFERMENT

8.1 Tax Deferred Exchange: In the event Seller or Purchaser so elect, Purchaser or Seller, as is appropriate, agree to accommodate the other in effecting a tax-deferred exchange under Internal Revenue Code Section 1031 as amended. Seller or Purchaser shall have the right to elect a tax-deferred exchange at any time prior to Closing. If Seller or Purchaser elects to effect a tax-deferred exchange, the other party agrees to execute revised or additional escrow instructions, documents, agreements, or instruments to effect the exchange, provided that such other party shall incur no unreasonable costs, expenses, fees or liabilities as a result of or connected with the exchange. Further, in conjunction with any tax-deferred exchange, under no circumstances shall the other party be required to take title to any real property for any period of time whatsoever (except the Property). Seller or Purchaser may assign this Agreement in order to effect such exchange, and thereafter such assignee shall perform such assigning party's obligations under this Agreement, provided, however, that such assigning party shall protect, indemnify and hold the other party harmless from any liability, damages or costs, including reasonable attorneys' fees, that may arise from such party's participation in the exchange requested by the other party, except if such liability, damages, costs or attorneys' fees result from the acts or omissions of such party.

#### ARTICLE IX GENERAL PROVISIONS AND ASSIGNMENT

The following provisions are also an integral part of this Agreement.

9.1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties herein.

9.2. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning,



scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

9.3. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

9.4. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State wherein the Properties are located.

9.5. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective parties set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing.

9.6. Assignment. Seller may assign this Agreement without Purchaser's consent to an affiliate of Seller.

9.7. Termination. If the transaction contemplated by this Agreement is not consummated by the parties by the Closing Date, then this Agreement shall terminate without further action of the parties and Escrow shall immediately forward the Earnest Money deposit or deposits to Seller.

9.8. Existing Lease. If a lease at Closing encumbers Property, Purchaser shall accept the Property subject to the existing lease, the rents owed to the Purchaser or Seller shall be prorated at Closing and the "security deposit" in the lease shall be forwarded to Purchaser by Seller within sixty (60) days of Closing. However, if the lease is an "Agent Lease" or "Sales Agreement" Purchaser and Seller will address the cancellation, inventory, proration of rents, and the security deposit in a separate agreement mutually agreeable to the parties.

9.9. Inventory/Audit. Purchaser shall deliver by wire transfer to Sinclair four hundred thirty thousand dollars and no cents (\$430,000.00), twenty five thousand dollars and no cents (\$25,000.00) per operating retail gas/ C-Store (14) and forty thousand and no cents (\$40,000) per truck stop (2), for the "value" of the estimated fuel inventory the ("Fuel Inventory") three (3) business days prior to closing. Purchaser shall wire the funds for the Fuel Inventory to Zion's First National Bank, Salt Lake City, UT, Account #02-14439-2, ABA# 124 000 054 in reference to "AVP Properties" or Purchaser may send a cashier's check, to be received no later than 3 business days prior to Closing. For a cashier's check, remit payment to Sinclair Marketing, Inc., Attn. Claire Scott, 550 East South Temple, Salt Lake City, UT 84102 in reference to "AVP Properties". Representatives of Sinclair and the purchaser will perform an audit count at 6:00 AM the day of closing or another time mutually agreeable to both parties. Sinclair agrees to sell the following inventory to the Purchaser at the time of close at the following prices:

- (a) The actual Fuel Inventory shall be calculated by measuring the fuel in the tanks to nearest 1/8th inch at the time of physical audit described above, calculating the gallons of fuel in the tank and then multiplying the gallons by the prior days

- distributor branded rack price less 1%, plus Purchaser's normal freight costs together with applicable taxes paid at the rack for each grade of fuel in the tanks.
- (b) Retail and other goods; 70% of Seller's sellable "normal C-Store" retail multiplied by the physical count of the respective item(s).
  - (c) Beer, 80% of Seller's sellable "normal C-Store" retail multiplied by the physical count of the respective item(s).
  - (d) Tobacco, 80% of Seller's sellable "normal C-Store" single unit retail multiplied by the physical count of the respective item(s).
  - (e) Store supplies such as napkins, cups, straws, syrups, deli food items, condiments, car wash chemicals if any, and other such similar items shall be sold at a fixed price of seven hundred fifty dollars (\$750.00) per location purchased.

Purchaser and Sinclair will have an authorized representative sign and verify inventory and agree on the buyout amount. Purchaser and Sinclair agree to remit the difference between "value" of the fuel, retail goods, beer, tobacco and store supplies and the previously estimated fuel inventory deposit held by Seller within 5 business days following the Audit. Remit payment to Sinclair Marketing, Inc., Attn. Claire Scott, 550 East South Temple, Salt Lake City, UT 84102. Until such time as the difference is remitted to Seller or Purchaser as is appropriate, Purchaser grants to Seller a first lien against the inventory with the right of sale of the inventory and Purchaser is waiving any claims or causes of action against Seller for the sale of such inventory.

9.10. Integration and Previous Contracts. This Agreement sets forth the complete understanding of Seller and Purchaser and supersedes all previous negotiations, representations and agreements between the parties and their agents. No representations or warranties, other than are expressly set forth herein, were made as an inducement to the execution of this Agreement. This Agreement, including all addenda and exhibits, constitutes the entire agreement between the parties herein concerning the Agreement for the Purchase of the Properties and may not be modified except in writing executed by both parties.

9.11 Acceptance. This instrument shall become effective as a contract when signed by the Purchaser, and Seller. If not signed by all parties within 10 days from the date of mailing, any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon the Purchaser through the date stated in this paragraph. Upon acceptance by Seller, this agreement is deemed to satisfy any requirement by agent to obtain a minimum acceptable sales price.

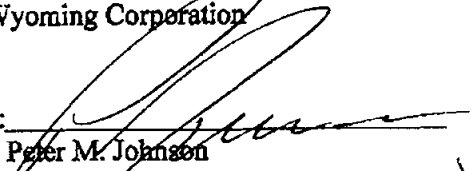
9.12 Prior Claims. Should Seller have a previous claim or cause of action at law or in equity against any party prior to the Closing Date the ("Claim"), Seller is expressly reserving for itself and Purchaser is expressly waiving any such interest in the Claim prior to or after the Closing Date. Once the Claim(s) are "settled", Purchaser shall execute such documents as may be required to settle the Claim. The terms and condition of this Article IX shall survive Closing.

9.13 Attorneys' Fees. In the event either party hereto is required or elects to take legal or equitable action against the other to enforce the non-defaulting or non-breaching party's rights under this Agreement or to require performance by the defaulting or breaching party of its obligations under this Agreement, then the non prevailing party shall immediately pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorney and experts' fees and court costs, incurred by

the prevailing party in such action. A party is deemed to have prevailed if it obtains a judgment or settlement in its favor that substantially provides for the relief contemplated either in its complaint or responsive pleading. The terms of this Section 9.13 shall survive the Closing or the termination of this Agreement.

DATED effective the day, month and year first above written.

SELLER:  
SINCLAIR MARKETING, INC.  
a Wyoming Corporation

By:   
Peter M. Johnson  
Its: President

JLB

PURCHASER:

Arkansas Valley Petroleum, LLC

By:   
\_\_\_\_\_

Printed Name: Weisten Smith

Its: President

**AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Amendment to the Real Estate Purchase and Sale Agreement (this "Amendment") is made and entered into this 6 day of March 2010, into by and between Sinclair Marketing, Inc., A Wyoming corporation, or its assigns, whose address is 550 East South Temple, Salt Lake City, UT 84102, attention Larry Rogers Retail Real Estate, ("Seller") and Arkansas Valley Petroleum, LLC, or its assigns, whose local address is 8336 East 73<sup>rd</sup> Street, Tulsa, OK 74133, attention Weister Smith, ("Purchaser").

By adopting this Amendment, Seller and Purchaser amend the original Real Estate Purchase and Sale Agreement.

1. Sufficient Funds. Purchaser warrants and represents that funds in an amount sufficient to fund Purchase Price are not currently available for the Closing of this Agreement. Purchaser is working to secure financing for the remainder of the Purchase Price. In the event that Purchaser is unable to secure satisfactory bank financing, the Purchaser will notify the Seller within thirty (30) days after the execution of the Purchase and Sale Agreement, the Earnest Money shall be returned to Purchaser and this Agreement shall terminate

2. Environmental. Satisfactory Environmental Phase I and Phase II Surveys as required by lenders. Purchaser is entitled to complete the Phase II surveys during the 60 day due diligence period. If a Phase II survey is completed, the cost will be split 50 / 50 with the purchaser paying fifty percent (50%) and the seller paying fifty percent (50%).

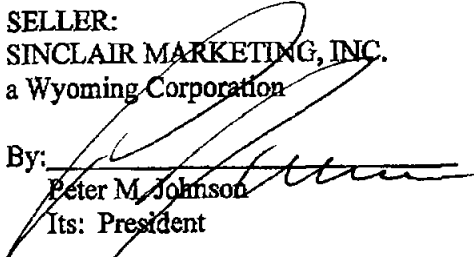
3. Fuel Pricing. To be completed in a separate agreement.

4. Branding / Supply / Image Enhancement Agreement. To be completed in a separate agreement.

5. #529 Monaco and Yale Assignment. The Sale and Closing of this property is not contingent on the sale of the other 18-stores Purchaser Arkansas Valley Petroleum, LLC is purchasing. Purchaser is strictly being an assignment facilitator and may provide twenty percent (20%) financing and help Sinclair Marketing, Inc. sell a difficult property.

DATED effective the day, month and year first above written

SELLER:  
SINCLAIR MARKETING, INC.  
a Wyoming Corporation

By:   
Peter M. Johnson  
Its: President

PURCHASER:  
Arkansas Valley Petroleum LLC. 20

By: 

Printed Name: Weister Smith

Its: President

## EXHIBIT A

### FEE OWNED PROPERTIES

Store #	Address	City	State	Zip	County	Parcel #
532	4513 Highway 63	Atwood	CO	80722	Logan	38077911200155
1430	1305 North 25th Street	Council Bluffs	IA	51501	Pottawattamie	000035525015944000
2209	6600 Portland Ave South *	Richfield	MN	55423	Hennepin	27-028-24 41 0006
2220	223 E Larpenteur	Maplewood	MN	55117	Ramsey	18.29.22.44.0020
2239	2520 N Ferry Street	Anoka	MN	55303	Anoka	R01 31 25 14 0007
2244	175 Century Ave North	Woodbury	MN	55125	Washington	06.028.21.22.0001
2245	7733 Portland Ave	Richfield	MN	55423	Hennepin	35-028-24 33 0008
2257	9605 36th Ave North	Plymouth	MN	55441	Hennepin	24-118-22 11 0030
2261	125 McKinly Street N	Cambridge	MN	55008	Isanti	R15.028.1400
2262	1025 6th Street	Howard Lake	MN	55349	Wright	R109-014-001040
2268	1401 North Broadway	Rochester	MN	55906	Olmsted	R74.26.44.016187
2602	2941 North West 48th Street	Lincoln	NE	68524	Lancaster	11-18-101-041-000
2616	10505 Pacific Street	Omaha	NE	68114	Douglas	3476 0001 01
2618	8307 Parkview Boulevard	Lavista	NE	68128	Sarpy	10537341
3531	16141 East Skelly Drive	Tulsa	OK	74116	Tulsa	660030333 / 660030364

### LEASEHOLD INTEREST

Store #	Address	City	State	Zip	County	Parcel #
527	527 North Highway 36	Byers	CO	80103	Arapahoe	1985-09-2-00-955
2260	1815 Diffey Road	Eagan	MN	55122	Dakota	10-14388-040-01
2627	2801 NW 48th Street	Lincoln	NE	68524	Lancaster	4682 0600 0648

Aggregate Purchase Price \$7,500,000

Total for Escrow \$187,500

## EXHIBIT B

### Fee Owned

#### **532 4513 Highway 63, Atwood, CO 80722**

The land referred to in this Commitment is located in Logan County, CO and is described as:  
A parcel of land in the East Half (E1/2) of Section 11, Township 6 North, Range 53 West of the Sixth Principal Meridian,

Logan County, Colorado, said parcel being more particularly described as follows:  
Beginning at the point of intersection of the Northwestern right-of-way line of Interstate 76 and the Westerly right-of-way line of State Highway 63 from whence the Southeast corner of said Section 11 bears South 30°32'50" East a distance of 3088.28 feet;  
thence South 26°43'00" West along the Northwestern right-of-way line of Interstate 76 a distance of 656.42 feet;  
thence North 22°53'55" West a distance of 1083.86 feet;  
thence North 67°06'05" East a distance of 500.00 feet to a point on the Westerly right-of-way line of State Highway 63;  
thence South 22°53'55" East a distance of 658.55 feet to the point of beginning.

APN: 38077911200155

Said property is also known by the street address of:

4513 Highway 63  
Atwood, CO 80722

#### **1430 – 1305 North 25<sup>th</sup> Street, Council Bluffs, IA 51501**

Lot 13, except the North 53 feet thereof, and Lots 14, 15, 16 and 17, Block 5, Maynes First Addition to Council Bluffs, Pottawattamie County, Iowa, together with all the vacated alley lying between Lots 13 and 14, and the South 1/2 of the vacated alley adjoining Lots 15, 16 and 17 on the North.

#### **2209 – 6600 Portland Ave. South, Richfield, MN 55423**

Lots 1, 2 and 3, including the East 1/2 of the vacated alley adjacent thereto, Block 1, McCutchan's Portland Avenue Park, Hennepin County, Minnesota.  
(Certificate of Title No. 559944)

#### **2220 – 223 East Larpenteur, Maplewood, MN 55117**

The West 300 feet of the South 290 feet, except the West 30 feet thereof, of the West 1/2 of the Southeast 1/4 of the Southeast Quarter of Section 18, Township 29, Range 22, according to the United States Government Survey thereof, Ramsey County, Minnesota.

#### **2239 – 2520 North Ferry Street, Anoka, MN 55303**

Parcel 1: Lots 4 and 5, Block 1, Martin's Addition to Anoka, except that part of Lot 5 taken for highway purposes, according to the recorded plat thereof, Anoka County, Minnesota.

Parcel 2: That part of Lot 6, Block 1, Martin's Addition to Anoka, according to the recorded plat thereof, Anoka County, Minnesota, lying Northerly of the Northerly right of way of Minnesota State Trunk Highway Number 10, as laid out and traveled September 4, 1968.

#### **2244 – 175 Century Ave North, Woodbury, MN 55125**

Parcel A (Certificate of Title No. 27173): Tract A, Registered Land Survey No. 55, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Washington County, Minnesota.

Parcel B (Certificate of Title No. 27173): Together with an easement over Tract B, Registered Land Survey

No. 55, for the purpose of ingress and egress and for the installation of utilities and drainage facilities.

**2245 – 7733 Portland Avenue, Richfield, MN 55423**

The West 213 feet of all that part of the South 415 feet of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter, Section 35, Township 28, Range 24, lying North of Trunk Highway Nos. 5 and 100 and Interstate Freeway Number 494, except the West 33 feet thereof and except the following described piece: Beginning at the Northeast corner of said parcel; thence West along the North line to a point 30 feet West of the Northeast corner; thence South 115.5 feet parallel with the West line thereof; thence Southeasterly to a point on the East line which is 30 feet North of the Southeast corner of the above described parcel; thence North along said East line to the point of beginning.

**2257 – 9605 36<sup>th</sup> Avenue North, Plymouth, MN**

Lots Fourteen (14) and Fifteen (15), Block Two (2), Glen Erie Addition, according to the plat thereof on file and of record in the office of the County Recorder of Hennepin County, Minnesota.

**2261 - 125 McKinley Street North Cambridge, MN 55008**

The West 150 feet of the South 450 feet of the following described property in the Southeast Quarter of the Southeast Quarter of Section 28, Township 36, Range 23, Isanti County, Minnesota: Commencing at the Southeast corner of said Southeast Quarter of the Southeast Quarter of Section 28; thence West on the section line, a distance of 34 rods; thence North parallel to the East section line of Section 28, a distance of 57 rods; thence East parallel to the South section line of Section 28, a distance of 34 rods to the East section line; thence South on the East section line, a distance of 57 rods to the place of commencement.

**2262 - 1025 6<sup>th</sup> Street, Howard Lake, MN 55349**

Lot 4 and the West 60 feet of Lot 3, Block 1, Fairview Addition, Howard Lake, Wright County, Minnesota.

**2268 - 1401 North Broadway, Rochester, MN 55906**

Parcel A (Abstract): That part of Outlots 12 and 13, Northern Addition to the City of Rochester, Olmsted County, Minnesota, being described as follows: Commencing at the northeast corner of said Outlot 12; thence South 18 degrees 39 minutes 38 seconds West, assumed bearing, along the easterly line of said Outlot 12 a distance of 155.16 feet for the point of beginning; thence West, 260.48 feet; thence South, 130.92 feet; thence South 56 degrees 04 minutes 39 seconds East, 212.39 feet to the easterly line of said Outlot 13; thence North 18 degrees 39 minutes 38 seconds East, 263.29 feet to the point of beginning.

Parcel B: Non-exclusive easements for ingress, egress and parking, over parts of Outlots 11 and 12, Northern Addition to the City of Rochester, as contained in the Easement – Common Driveway and Parking, dated November 6, 1987, recorded November 13, 1987, in the office of the Olmsted County Recorder as Doc. No. 537764.

Parcel C: Non-exclusive easement for private driveway purposes over part of Outlots 11, 12, and 13, Northern Addition to the City of Rochester, as contained in the Easement - Private Roadway, dated November 6, 1987, recorded November 13, 1987, in the office of the Olmsted County Recorder as Doc. No. 537765. No. NCS-408382-34-SLC1

Parcel D: Non-exclusive easements for ingress and egress over parts of Outlots 11 and 12, Northern Addition to the City of Rochester, as contained in the Access and Construction Easement Agreement, dated April 18, 1988, recorded April 28, 1988, in the office of the Olmsted County Recorder as Doc. No. 545000.

**2602 – 2941 North West 48<sup>th</sup> Street, Lincoln, NE 68524**

Lots 40 and 41, Block 1, Airport Heights, a subdivision of the NW ¼ of Section 18, Township

10N, Range 6E of the 6th P.M., Lancaster County, Nebraska, except that portion of said Lot 41 conveyed to the City of Lincoln, Nebraska, by Corporation Special Warranty Deed filed April 6, 2009 as Instrument No. 2009017299.

**2616 – 10505 Pacific Street, Omaha, NE 98134**

Lot 58, Keystone Park, an Addition to the City of Omaha, in Douglas County, Nebraska, except the North 65 feet of the West 150 feet of said Lot, and except that part taken for Maple Street widening.

**2618 – 8307 Parkview Boulevard, LaVista, NE 98128**

Lot 1354, In La Vista, Sarpy County, Nebraska.

**3531 – 16141 East Skelly Drive, Tulsa, OK 74116**

Beginning 356.8 feet North of the Southwest Corner of Section Thirty five (35), Township Twenty (20) North, Range Fourteen (14) East of the Indian Base and Meridian, Rogers County, Oklahoma;

Thence North 0°03' West along the Section line a distance of 400 feet;  
Thence North 89°55' East a distance of 899.77 feet to the true Point of Beginning;  
Thence North 0°03' West a distance of 300 feet;  
Thence South 89°55' West a distance of 450 feet;  
Thence Southerly 0°03' East a distance of 300 feet;  
Thence Northerly 89°55' East a distance of 450 feet to the true Point of Beginning;

AND

A tract of land in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Thirty-five (35), Township Twenty (20) North, Range Fourteen (14) East of the Indian Base and Meridian, Rogers County, Oklahoma, more particularly described as:

Beginning 356.8 feet North of the Southwest Corner of Section Thirty-five (35);

No. NCS-408382-63-SLC1

Thence North 0°03' West along the Section line a distance of 400.00 feet;  
Thence North 89°55' East a distance of 899.77 feet to the Point of Beginning;  
Thence Southerly 0°03' East a distance of 400 feet;  
Thence Southerly 89°55' West a distance of 449.78 feet;  
Thence North 0°03' West a distance of 400 feet;  
Thence North 89°55' East 450 feet to the Point of Beginning.

## Lease Descriptions

**527 – 527 North Hwy 36, Byers Colorado**

A tract in the Southwest Quarter of Section Nine (9), Township Four (4) South, Range Sixty-one (61) West, Arapahoe County, Colorado, to-wit:

Commencing at a point in the East right of way line of Ramp A of U.S. #36, 2260.90 feet North and 3190.62 feet West of the Southeast corner of Section 9, Township 4 South, Range 61 West of the Sixth Principal Meridian, Arapahoe County, Colorado; thence North 26° 00' 30" East along the East right of way line of Ramp A to U.S. #36, a distance of 660.0 feet; thence North 63° 59' 30" West and perpendicular to the East right of way line of said Ramp A, a distance of 150.0 feet, to a point in the West right of way line of said Ramp A, said point being the true point of beginning. Thence South 26° 00' 30" West along the West right of way line of said Ramp A, a distance of 155.0 feet; thence North 63° 59' 30" West a distance of 150.00 feet to a point; thence North 26° 00' 30" East, and parallel with the West right of way line of said Ramp A, a distance of 200.0 feet to a point; thence South 63° 59' 30" East a distance of 150.0 feet to a point in the West right of way line of said Ramp A, said point being North 26° 00' 30" East a distance of 45 feet from the true point of beginning; thence South 26° 00' 30" West along the West right of way line of said Ramp A, a distance of 45



feet to the true point of beginning.

Together with non-exclusive easement for driveway and passageway purposes on, over and across the following described tracts:

**TRACT NO. 1:** Beginning at the Southeast corner of the tract described above hereof; thence North  $63^{\circ} 59' 30''$  West and along the South line of the tract described above hereof, a distance of 150.0 feet to a point; thence South  $47^{\circ} 17' 30''$  East, a distance of 156.6 feet to a point in the West right of way line of Ramp A to U.S. #36; thence North  $26^{\circ} 00' 30''$  East, along the West right of way line of Ramp A to U.S. #36 a distance of 45 feet to the point of beginning.

**TRACT NO 2:** Beginning at the Northeast corner of the tract described above hereof; thence North  $26^{\circ} 00' 30''$  East along the West right of way line of Ramp A, to U.S. #36 a distance of 45 feet to a point; thence North  $80^{\circ} 41' 30''$  West, a distance of 156.6 feet to the Northwest corner of the tract described above hereof; thence South  $63^{\circ} 59' 30''$  East, along the North line of the tract described above hereof, a distance of 150.0 feet to the point of beginning.

**2260 – 1815 Diffley Road, Eagan, MN**

Lots 4 and, Block 1, Blackhawk Plaza, according to the plat thereof now on file and of record in the office of the Dakota County Recorder.

**2627 – 2801 NW 48<sup>th</sup> Street, Lincoln, NE**

Lots, 1, 2, 35, 36, 37, 38, 39, 40, 41 Inclusive, all in Block 5, Airport Heights, a subdivision or part of NW  $\frac{1}{4}$ , Sec, 18 T10 N, R6, Lancaster County, Nebraska.